Leffingwell v. *Warren*, 2 Black, 599, *Pugh* v. *Youngblood*, 69 Ala. 296; *Gatling* v. *Lane*, 17 Neb. 77; *Stovall* v. *Fowler*, 72 Ala. 77; *Pillow* v. *Roberts*, 13 How, 472; *Deputron* v. *Young*, 134 U. S. 241, 10 Sup. Ct. 539, 33 L. Ed. 923; *Hamilton* v. *Boggess*, 63 Mo. 233: *Edgerton's Admr.* v. *Bird*, 6 Wis. 527, 70 Am. Dec. 473; *Smith* v. *Shattuck*, 7 Pac. (Or.) 335; *Ricker* v. *Butler*, 45 Minn. 545, 48 N. W. 407; *Chi. R. I. etc. Ry. Co.* v. *Allfree*, 64 Iowa 500, 20 N. W. 779: *Stevens* v. *Johnson*, 55 N. H. 405: *Cofer* v. *Brooks*, 20 Ark. 542; *De Foresta* v. *Gast*, 20 Colo. 307, 38 Pac. 244; *Bennet* v. *North Colo. Springs Land & Improvement Co.*, 23 Colo. 470, 48 Pac. 812, 58 Am. St. Rep. 281.

The cases of *Oconto Co.* v. *Jerrard*, 46 Wis. 317, and *Moore* v. *Brown*, *supra*, sometimes cited in opposition to the principle laid down in the above cases, are distinguishable. They hold that a deed upon the face of which it appears that the grantor had no right to convey does not give title.

In support of the principal case may be cited: *Redfield* v. *Parks*, 132 U. S. 239, 10 Sup. Ct. 83, 33 L. Ed. 327; *Keefe* v. *Bramhall*, 3 Mackey, 551. *Bowman* v. *Wettig*, 39 Ill. 416; *Waterson* v. *Devoe*, 18 Kan. 223; *Burns* v. *Edwards*, 163 Ill. 494, 45 N. E. 113; *Hall* v. *Hodge*, 18 Kan. 277; *Mason* v. *Crowder*, 85 Mo. 526; *Sheehy* v. *Hinds*, 27 Minn. 259; *Cutler* v. *Hurlbut*, 29 Wis. 152; *Wofford* v. *McKinna*, 23 Tex. 36; *Hardin* v. *Crate*, 60 Ill. 215.

Burns v. *Edwards*, *supra*, and *Hardin* v. *Crate*, *supra*, may at first glance appear to be erroneously classified. In the former the deed was to a partnership. It was held that this conveyed but an equitable estate, and an equitable title will not give color; in the latter, the grantee had acted on what the Supreme Court had intimated to be the law, but had afterwards decided not to be the law. Under such circumstances the court said it would not presume bad faith. But in both decisions the principle for which they are cited was expressly recognized. A. C. L.

INTERFERENCE WITH EMPLOYMENT BY TRADE UNION.—The question of the right of laborers to quit employment, and of labor unions to call strikes, as shown in court decisions, has brought forth many interesting judicial opinions. In England, a complete reversal of the early law was necessary to attain the present position of the courts, while in the United States the advance has been marked by the application of principles of law to new sets of facts, rather than by any radical changes in the rules of law themselves. An interesting situation has been recently dealt with by the Massachusetts Supreme Court in *Minasian* v. *Osborne, et al.* (Mass. 1911) 96 N. E. 1036.

M. M., a skilled laster had a contract of employment with a shoe manufacturing company, terminable at the will of either. With the consent of his employer, he employed his father, H. M., who could not do the work of a skilled laster, as a helper. No contract existed between the company and H. M. All the employees of the company did "piece work" and M. M. received the payment for all the work that he and his father did. Father and son were, or had been, members of an unincorporated association known as the Lasters' Union, to which all of the other employees belonged, and of

which the defendants are representatives and members. Defendants threatened to call a strike unless the company would forbid the father from working, and on its refusal to do so, the employees went out on an orderly strike which was endorsed by the union. As practically all lasters belonged to the Lasters' Union, the result of the strike was that father and son were thrown out of employment, and they asked for injunction against defendants as officers and representatives of the Union. The court below found that the increased amount of work that the son could do with the aid of his father, would tend in slack times to deprive other workmen of a chance to work, and the Supreme Court held that "the conduct of these defendants, although directly affecting to their detriment the labor habits of the plaintiffs, appears to have sufficient justification in the fact that it is of a kind and for a purpose, which has a direct relation to the benefits of the more uniform distribution of the work, and thus of wages, among equally skilled and competent workmen during dull seasons." The bill was accordingly dismissed.

It is a well settled rule that a court of Equity will not prevent one person leaving the personal service of another. *Arthur* v. *Oakes,* 63 Fed. 310, *Toledo etc. Ry. Company* v. *Pennsylvania Company,* 54 Fed. 746. Only one case (*Farmers' Loan and Trust Company* v. *Northern Pacific Ry. Co.,* 60 Fed. 803) has been decided contrary to this rule in the United States, and that case was modified on appeal. 63 Fed. 310. In regard to enjoining officers of labor unions or combinations from calling or maintaining strikes the rule is fairly well settled that where the strike is lawful, (or, as some courts express it, justifiable) and involves no breach of contract between employer and employee, injunction will not issue. *Thomas* v. *Cincinnati etc. Ry. Co.,* 62 Fed. 803; *Jetton-Dekle Lumber Company* v. *Mather,* 53 Fla. 969; *National Protective Ass'n* v. *Cumming,* 170 N. Y., 315. But where it is unlawful or does involve a breach of contract, courts will usually grant the injunction. As where a strike was ordered to force workmen, against their will, to join the union. *Erdman* v. *Mitchell,* 207 Pa. 79. Or to gratify personal malice of the officers and not to benefit the union. *In re charge to Grand Jury,* 62 Fed. 828. Or where those inciting strikes are not themselves interested but are employed by the union for that purpose. *United States* v. *Haggerty,* 116 Fed. 510.

The question then, both as to granting injunctions and to giving damages, resolves itself into a question of what is a lawful or justifiable strike, and it is the different opinions on this question that cause most of the seeming confusion among the cases. The court in the principal case, in supporting the strike as justifiable, follows its earlier ruling in *Walker* v. *Cronin,* 107 Mass. 555, where the rule applicable to such cases was stated as follows: "Just cause or excuse exists only where injury inflicted is means to some end legitimately desired and incidental thereto and is not the result of a specific intent and immediate purpose of injury to others that benefit may ultimately come to the combination. It is entirely wanting when the immediate purpose of the combination is to inflict injury on others and the benefit, if any, to result to the combination is indirect or remote. A. R. D.